EXHIBIT
Blumberg No. 5192
A

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION

MACON COUNTY INVESTMENTS, INC.; REACH ONE; TEACH ONE OF AMERICA, INC.,

PLAINTIFFS,

v.

SHERIFF DAVID WARREN, in his official capacity as the SHERIFF OF MACON COUNTY, ALABAMA,

DEFENDANT.

CIVIL ACTION NO.: 3:06-cv-224-WKW

DEFENDANT SHERIFF DAVID WARREN'S SECOND REQUEST FOR PRODUCTION TO MACON COUNTY INVESTMENTS, INC. AND REACH ONE, TEACH ONE OF AMERICA, INC.

COMES NOW, the Defendant, Sheriff David Warren ("Sheriff Warren"), by counsel, and submits the following request for production to the Plaintiffs Macon County Investments, Inc. ("MCI") and Reach One, Teach One of America, Inc. ("Reach One, Teach One") to be answered, separately and severally, under oath within the time prescribed by law, as follows:

DEFINITIONS

As used herein, the terms listed below are defined as follows:

1. The term **"you"** and **"your"** as used herein shall mean the Plaintiff, its attorneys, agents, or representatives, and all persons acting or purporting to act on its behalf for any purposes whatsoever.

2. The word or term **"documents"** shall mean every original and every non-

identical copy (including blind copies) of each and every paper, writing, picture, photograph, slide, movie, film, visual or audio transcription, video tape, sound recording, microfilm, data stored or recorded on or in punch cards, computer tapes, disks, reels or other devices for business machines or other means of storing and/or transmitting human intelligence, and any other printed or readable material. To be included without limitation in this definition is every invoice, statement, bill, ledger sheet, recommendation, endorsement, order, letter, telegram, teletype, report, memorandum (including without limitation every interoffice memorandum, file memorandum, work memorandum, and memorandum of telephone conversations), interview, sketch, graph, chart, note, contract, agreement, form, worksheet, time sheet, expense ledger, check (canceled or otherwise), check stub, payment book, voucher receipt, witness statement, transcript, interview, sound recording transcription, computer printout, book of accounts, payroll record, minutes, diaries, log, file card, raw data, travel reports, statements of expenses incurred, reports of investigation, reports of interviews, brochures, books, pamphlets, bulletins, exhibits, drafts, certificates, tables, price lists, promissory notes, mortgages, surveys, records of recording costs, and any other tangible item or thing of readable or visual material of whatsoever nature and of any kind or description.

3. The term **"person"** as used herein means any natural person, corporation, partnership, joint venture, proprietorship, association, organization or group of persons.

4. The term **"complaint"** as used herein refers to Plaintiffs' complaint, as amended, in the above-styled action.

REQUEST FOR PRODUCTION

1. Contract between Frank Thomas and MCI for the sale or option to purchase the land for the proposed bingo facility in Macon County.

2. Contract between Frank Thomas and/or the Plaintiffs, or either of them, and James Lane.

3. Any and all legal bills of the Plaintiffs and/or Frank Thomas from Robert D. Segall and/or Copeland, Franco, Screws & Gill, LLC from 2003 to the present.

4. Any and all legal bills of the Plaintiffs or Frank Thomas from Thomas R. DeBray and/or Nabors, Belser & DeBray, LLC from 2003 to the present.

5. Any and all legal bills of the Plaintiffs or Frank Thomas from Stanley W. Gregory and/or Bradley, Arant, Rose & White, LLP from 2003 to the present.

6. Any and all contracts, consulting agreements, bills and records of payment to Joe Turnham.

7. All cell phone records of Frank Thomas from November 2003 to the present.

8. Copies of all cancelled checks written by Frank Thomas to PACs in 2006.

9. Any and all contracts or purchase agreement between Gaming Capital Group and Frank Thomas, or the Plaintiffs, or either of them.

10. A copy of the promissory note and all loan documents including any personal guaranty evidencing the $1 million loan to Frank Thomas from Al Gibbs.

11. Contract, consulting agreement, and evidence of payment to Donald Watkins.

12. Copies of all checks issued by Frank Thomas to Reach One, Teach One or Plaintiff Walter Walker in 2006, including the cashier's checks issued to charities and any

reimbursement for travel expenses.

13. All minutes of Reach One, Teach One for calendar years 2004, 2005, and 2006.

14. Copies of all bank statements, checks, and records of deposit or withdrawal of Reach One, Teach One at Florida Commerce Bank, Tallahassee, Florida for the past three (3) years.

15. Copies of all bank statements, checks, and records of deposit or withdrawal of Reach One, Teach One at Maxwell Gunter Federal Credit Union, Montgomery, Alabama for the past three (3) years.

16. Copies of all bank statements, checks, and records of deposit or withdrawal of any other Reach One, Teach One bank account for the past three (3) years.

17. Copies of all financial reports for Reach One, Teach One referenced by Plaintiff Walker in his deposition.

18. Copies of vehicle titles of cars given away through Reach One, Teach One within the last five (5) years.

19. A copy of any Form 872-C prepared, submitted, and/or filed by Reach One, Teach One within the last ten (10) years.

20. A copy of any Form 8718 prepared, submitted and/or filed by Reach One, Teach One within the last ten (10) years.

21. A copy of any Form 8717 prepared, submitted, and/or filed by Reach One, Teach One within the last ten (10) years.

22. All photographs and/or video tapes of Reach One, Teach One programs, accomplishments, activities, or testimonials for the past ten (10) years.

23. All audiotapes or other recordings of any meeting of Reach One, Teach One for the past ten (10) years.

24. A copy of all deeds, closing statements, loan documents, and any other documents relating to the purchase by Frank Thomas of 364 acres in Shorter, Alabama including a 1/3 interest in 2002 and a 2/3 interest in 2004.

25. Frank Thomas's list or other record of expenses related to the proposed gaming facility in Shorter, Alabama, including all checks, invoices, purchase orders and all other evidence of expenses totaling approximately $1.5 million as testified to in his deposition.

26. A copy of all checks of Frank Thomas reflecting contributions to Macon County charities in the last five (5) years.

27. A copy of the "black book" of charities received from Tuskegee Mayor Johnny Ford and referred to by Frank Thomas in his deposition.

28. Frank Thomas's business calendar for the past three (3) years.

29. Records of all accounts of Frank Thomas at Colonial Bank including checks, bank statements, all loan records, promissory notes, mortgages, financial statements and the like for the past five (5) years.

30. Records of all accounts of Frank Thomas at Aliant Bank including checks, bank statements, all loan records, promissory notes, mortgages, financial statements and the like for the past five (5) years.

31. Records of all accounts of Frank Thomas at Sterling Bank including checks, bank statements, all loan records, promissory notes, mortgages, financial statements and the like for the past five (5) years.

32. Records of all accounts of Frank Thomas at Wachovia Bank including checks, bank statements, all loan records, promissory notes, mortgages, financial statements and the like for the past five (5) years.

33. Records of all accounts of Frank Thomas at BankCorp including checks, bank statements, all loan records, promissory notes, mortgages, financial statements and the like for the past five (5) years.

34. Copies of all correspondence, including emails, between the Plaintiffs and/or Frank Thomas.

35. Copies of all correspondence, including emails, between the Plaintiffs, or either of them, or Frank Thomas and Joe Turnham, James Lane and Donald Watkins.

36. Copies of all Reach One, Teach One checks issued to any charity in the last five (5) years.

37. Copies of all bills of the Plaintiffs, or Frank Thomas, from Jackson Thornton & Company relating to the establishment of the bingo gaming facility in Macon County.

38. Copies of all bills and invoices related to the clearing of the acreage where the proposed facility is to be located.

Respectfully submitted,

/s/ Fred D. Gray, Jr.
Fred D. Gray (GRA022)
Fred D. Gray, Jr. (GRA044)

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following by electronic mail and by placing a copy of the same in the United States Mail, with proper postage prepaid, on this the 15th day of February 2007:

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